



Town of Bluffton
Request for Proposals
RFP # 2017-12
MATERIAL TESTING AND INSPECTION SERVICES

1. PURPOSE

The Town of Bluffton, South Carolina (Town) is seeking sealed proposals from interested and qualified firms with past, proven, positive experiences in providing Material Testing and Inspection Services for the construction of May River Road Improvements, Phase 2. The successful firm will have the responsibility of the following scope of work: Perform material testing and inspection required under the Technical Specifications included as part of the contract documents and plans prepared by Thomas & Hutton Engineering Company. The Town intends to award one contract to the firm that presents the proposal considered to be of the best value to the Town. The target start date for performing these services is in October of 2016.

At any time during the solicitation process, the Town of Bluffton reserves the right to refuse any and all sealed proposals and to waive any technicalities and formalities. The Town of Bluffton reserves the right to negotiate with all qualified Proposers. The Town may cancel this solicitation in part or in its entirety at any time during the solicitation process if it is in the Town's best interest to do so.

2. SOLICITATION TERMS and CONDITIONS

Proposer's Responsibility:

While the Town has used considerable efforts to ensure an accurate representation of information in this RFP, each prospective Proposer is urged to conduct its own investigations into the material facts and the Town shall not be held liable or accountable for any error or omission in any part of this RFP.

Before submitting a proposal, each Proposer shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of a contract and to verify any representations made by the Town upon which the Proposer will rely. If the Proposer receives an award because of its submission, failure to have made such investigations and examinations will in no way relieve the Proposer from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Proposer for additional compensation or relief.

A Proposer, by submitting a proposal represents that the Proposer has read and understands the Request for

Proposals requirements and its response is made in accordance therewith and that the Proposer is familiar with the local conditions under which the awarded Proposer must perform.

It is incumbent upon each prospective Proposer to carefully examine these requirements, terms, and conditions. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing in accordance with procedures set forth herein. The Town will not be responsible for any oral representation given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

Questions and Inquiries:

Questions and inquiries must in writing and received by noon five (5) calendar days (Friday, September 9, 2016) prior to the submittal due date. Replies considered necessary or critical to the solicitation will be issued through an addendum within the Bid Opportunities section of the Town's website at www.townofbluffton.sc.gov. It is the Proposer's responsibility to check the website periodically to determine if an addendum has been issued. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by potential firms in submitting their qualifications statement. Receipt of all addenda shall be acknowledged by the firm signing and enclosing said addendum acknowledgement with their proposal.

Questions and inquiries regarding this solicitation shall be submitted in writing to:

Benny Jones
Project Manager
Town of Bluffton
bjones@townofbluffton.com

Restricted Discussions:

All prospective Proposers are hereby instructed not to contact any member of the Town of Bluffton Council, the Town Manager or Town of Bluffton staff members, other than the noted contact person OR the Town's Purchasing Administrator regarding this RFP or their response at any time during the RFP process. Any such contact shall be cause for rejection of your submittal.

Submittal of Proposals:

Sealed proposals shall be received by or prior to:

2:00 PM on Wednesday, September 14, 2016

Packages containing submittals shall be presented as such that they may be easily identified. The outside of the package shall be identified as follows:

RFP # 2017-01
May River Road Streetscape. Phase 2
Material Testing and Inspections Services
Town of Bluffton
Attn: Benny Jones

Packages containing submittals shall be sent to:

Town of Bluffton
P.O. Box 386
20 Bridge Street
Bluffton, South Carolina 29910

Opening of Proposals:

The receipt and opening of packages containing proposals shall be public, at the address, on the date and time specified above. The closing date and time shall be scrupulously observed. All proposal packages that have been timely accepted by the Town will be formally opened and accepted for consideration. The names of the firms submitting a proposal package will be read aloud and recorded. No other information will be provided to the public until after a final contract has been awarded.

Late Submittals:

Under no circumstances shall proposals be delivered after the time specified; such submittals will be returned unopened to the submitting firm. The Town will not be responsible for late deliveries or delayed mail. It is the firm's sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the said opening. Submittals which for any reason are not delivered will not be considered. Offers by facsimile, telegram or telephone are not acceptable.

Acceptance / Rejection:

The Town reserves the right to accept or reject any or all proposals. The Town also reserves the right to waive any irregularities, informalities, or technicalities and may at its discretion, request a new solicitation.

Receipt of a proposal does not indicate that the Town of Bluffton has pre-determined a company's qualifications to receive an award or contract. Such determination will be made after the opening and will be based on the Town's evaluation of the proposals compared to the specific requirements and qualifications of a firm as contained and described in this document.

Proprietary and/or Confidential Information:

A proposal is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. A firm that cannot agree to this standard should not submit a proposal.

All information that is to be treated as confidential and/or proprietary must be CLEARLY identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as CONFIDENTIAL, in bold, in a font of at least 12 point type, in the upper right hand corner of the page. All information not so denoted and identified may be subject to disclosure by the Town.

Award:

Award will be made to the Proposer who submits the overall proposal that is judged to provide the most advantageous and best value to the Town. In determining the most advantageous proposal, the Town reserves the right to consider criteria, such as, but not limited to, cost, quality, workmanship, past experience, ability, capability, reputation, and past performance. The Town may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards.

Local Preference:

The Local Vendor Preference program has been implemented by the Town of Bluffton under the Town of Bluffton Ordinance No. 2010-13. The ordinance allows the Town to implement more favorable evaluation criteria for vendors that are certified as local vendors. Any vendor certified as a local vendor shall be given preference in the following manner:

A. Definition of a Certified Local Vendor:

- Company maintains a local office within the legally defined boundaries of Beaufort County; has a majority of full time employees, chief officers and managers regularly conducting work at this location; properly licensed for commercial operations; is open to the public; and is in compliance with local zoning requirements;
- Company has held a valid Town Business License for a consecutive period of at least two (2) years prior to application for certification; and
- Company has submitted a Local Preference Certification statement and is on file.

B. Evaluation Processes:

- Selection criteria shall include (as applicable) the local vendor preference program or demonstrated local content with a minimum weighting of five (5) percent

1. QUALIFICATIONS

At a minimum, and to be considered a responsible proposer, the individuals and/or firm must:

- A.** Currently possess or be willing to obtain a Town of Bluffton Business License if contract is awarded;
- B.** Have **five (5)** years of documented past, proven and positive experiences in providing the services requested;
- C.** Provide at least five (5) references of clients for whom the firm has provided similar services
- D.** Demonstrate the ability to provide the requested services;
- E.** Previous experience on SCDOT permitted projects and certification by the SCDOT for performing Testing and Inspection Services.

2. SCOPE OF SERVICES

This Scope of Services defines the minimal acceptable performance by the proposer in providing the defined services at all the identified locations and related areas identified below. The successful offeror will demonstrate in its proposal the ability to perform these services for the Town of Bluffton. Proposers are encouraged to propose alternate approaches and/or enhancements to the process as part of the methodology and approach of the submittal package. The targeted start date for performing these services is **October of 2016**.

General Background:

The Town of Bluffton is going to extend the streetscape improvements completed in Phase 1 of the May River Road project, and reconstruct the existing roadway from Pin Oak Street west to Jennifer Court. The scope of the project includes but is not limited to:

- Re-constructing the roadway using 11 foot lane widths
- Replacing the open ditch areas with storms drainage piping
- Curb and Gutter
- 10 foot on-street parallel parking bays
- 6 foot sidewalks
- Landscaping

Scope of Work:

At a minimum, the firm shall provide expertise, knowledge and a skill base that includes but is not limited to:

- Construction means and methods
- Materials and placement methods
- Skilled Trade Considerations
- Soils and soil compaction requirements
- Concrete Curb and Gutter
- Concrete Flatwork
- Asphalt Base & Surface Installation
- Storm Drainage System

Perform all testing and sampling as required to meet SCDOT standards in accordance with Plans and Technical Specifications prepared by Thomas and Hutton Engineering Company as included in the contract documents.

Provide daily on-site personnel to perform material testing and inspection services required under the Technical Specifications included as part of the contract documents. See Section 01 45 23 of Technical Specifications (*Attachment 3*) prepared by Thomas & Hutton Engineering Company. Plans and Specifications are available on the Town of Bluffton under bid opportunities: www.townofbluffton.sc.gov.

Participation in planned weekly meetings is required during the duration of the project.

The project is permitted through the SCDOT under an encroachment permit requiring a SCDOT mandated “no daytime lane closures”, requiring nighttime work when lane closures are required, with work scheduled during the hours of 7:00 PM and 6:00 AM. If no lane closure is required, there may be times when work will be performed during the normal daytime hours.

Reports to be issued:

Please refer to Section 01 45 23 of Technical Specifications- (*Attachment 3*)

Daily records and documents relating to tests performed, test results, and re-testing are to be submitted to Thomas & Hutton Engineering Company with copies to Town of Bluffton, Engineering Department.

Indemnity

The successful firm shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or an appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by the contract, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.

Insurance:

The awarded vendor shall provide and maintain at all times during the term of the contract, without cost or expense to the Town, policies of insurance, with a company or companies authorized to do business in the State of South Carolina, and which are acceptable to the Town, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for a timely provision of certificate(s) of insurance to the Town at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Town within five (5) working days of such request and must be received and accepted by the Town prior to contract execution and/or before any work begins.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

Workers Compensation – The Selected Vendor shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with the State of South Carolina Code.

Business Auto Policy – The Selected Vendor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 each occurrence for all owned, non-owned and hired automobiles.

Commercial General Liability – Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of South Carolina. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Professional Liability – The Selected Vendor shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the Town reserves the right, but not the obligation, to review and request a copy of Vendors most recent annual report or audited financial statement.

Additional Insured Requirements – Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed to include the Town of Bluffton, a municipality of the State of South Carolina, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its' Commercial General

Liability. The name for the Additional Insured endorsement issued by the insured shall read "Town of Bluffton", a municipality of the State of South Carolina, its officers, employees and agents along with the contract and solicitation number. The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the Town prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the Town as to form and types of coverage.

Delivery and Completion of Work:

The Town will use the Proposer's estimate to develop a period of performance for work to be completed. This period of performance may be adjusted at the Town's discretion. All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the Proposer(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the Proposer shall notify the Town of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the Town.

Acceptance of Services:

The services rendered as a result of an award from this solicitation shall not be deemed complete, until accepted by the Town and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the Town reserves the right to terminate the contract and will not be responsible to pay for any such service.

5. SUBMITTALS and FORMAT

By submitting a proposal, the firm certifies that it has full knowledge of the scope, nature, and quality of work to be performed. Submittals should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to fulfill the requirements of the scope of work and a solution that is viable and within the Town's best interests.

The Town reserves the right to award a contract pursuant to this RFP without further discussion with proposers. Therefore, it is important that each submittal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible. Failure to provide the requested information will render your proposal as non-responsive.

The submittal package shall consist of one (1) signed original and four (4) complete copies of the Respondents proposal. The submittal package along with the appropriate number of copies shall be sealed and delivered no later than date and time listed above.

The contents of the proposal shall include the following:

A. Title Page

Title page showing the Request for Proposal's subject, the firm's name; the name, address, telephone number, and e-mail address of the contact person; and the date of the proposal.

B. Letter of Transmittal

Limit to one (1) or two (2) printed pages.

- Briefly state the firms understanding of the work to be done and the commitment to perform the work.

- Give the names of the persons who will be authorized to make representations for the firm, their titles, and contact information.
- The letter must be signed by an authorized representative of the company who has the authority to commit the company to their proposal as submitted.

C. Copy of Town of Bluffton Business License

This section shall include a copy of the firms Town of Bluffton Business License. If the firm does not currently have a license, then a letter of commitment to obtain a Town of Bluffton Business License if contract is awarded shall be inserted.

D. Firms Profile, Qualifications and Experience

- State the size of the firm, the location of the office from which the work on this project is to be performed, the number and nature of the professional staff to be employed in this project on a full-time basis and the number and nature of the staff to be employed on a part-time basis.

E. Partner, Supervisory and Staff Qualifications and Experience

- Identify the principal supervisory and management staff, including partners, managers, other supervisors and specialists, who would be assigned to the project.
- Indicate whether each such person is registered or licensed to practice in South Carolina. Provide information on the experience of each person and longevity with firm, including membership in professional organizations relevant to the performance of this project.
- Identify field employees who will be assigned and physically onsite during construction.
- Provide proof of SCDOT Certification for Materials Testing
- CV's or Resumes shall be provided for all staff assigned to this project.

F. Similar Projects with Other Clients

- List the most significant projects (maximum of 5) performed in the last five (5) years that are similar to the engagement described in this Request for Proposal.

G. Pricing Schedule

The proposal should include a description of your organization's ideology as it pertains to the construction phase. The pricing shall be: Hourly Rate for field representative and Project Manager assigned to the project, and Unit Price schedule for Laboratory Testing with a NOT TO EXCEED price for project through completion as well as particular items to be included and/or excluded from the fee. Thomas & Hutton's bid quantity sheet is included as *Attachment 4*.

6. EVALUATION, SELECTION, NEGOTIATION and AWARD

State of South Carolina procurement code will be followed to secure the awarded firm. The contact listed within this solicitation, in coordination with the Purchasing Administrator, will be the coordinator for the selection process and the sole point of contact for all respondents. In addition to the materials provided in the written

responses to this RFP, the Town may utilize site visits or may request additional material, information, interviews, presentations or references from the respondent(s) submitting a proposal or offer.

A. Evaluation Criteria:

Proposals will be evaluated on the basis of the following criteria:

- a. Proposed Costs
- b. Related Experience on Similar Projects
- c. Ability to provide the services requested
- d. Firms Qualified Personnel
- e. Firms Performance (Past and Current)

A points system will be given to each criteria listed through the identified weighting system:

EVALUATION CRITERIA	MAX. POINTS
Proposed Costs	30
Related Experience and Performance on Similar Projects	30
Ability to provide services requested	15
Firms Qualified Personnel	10
Firms Performance	10
Local Preference	5
TOTAL POSSIBLE POINTS	100

B. Evaluation Method

All responsive submittals will be reviewed and evaluated by a Review and Selection Team. This three (3) to five (5) member committee approach will require selected staff to evaluate the submittals through the following processes:

- Individually provide a detailed review and thorough evaluation of each submittal;
- Individually score each submittal utilizing the scoring method given;
- Combining the scores of each individual team member to form an overall team score;
- Eventual participation in a team discussion, including in-depth evaluations and group interaction after individual review and scores are achieved.

The Town reserves the right to request additional information and/or clarification of any information submitted by any respondent at any time during the evaluation process. This includes, but is not limited to information that indicates financial resources as well as the ability to provide and maintain the services as requested. The Town reserves the right to make investigations of the qualifications of the respondent as it deems appropriate, including but not limited to background investigations.

Firms exhibiting the ability to provide and maintain the services requested; submits a proposal that is formatted correctly; and is inclusive of all the required forms will be considered a responsive and responsible proposer.

C. Selection Method:

In general, the Town of Bluffton wishes to avoid the expense (to the Town and to presenting firms) of unnecessary presentations. Therefore, the Town will make every reasonable effort to achieve the ranking using written submittals alone.

If no single top ranked firm can be clearly identified by review of the written submittals alone, then the Review and Selection Team shall request the Purchasing Administrator to schedule the top ranked firms for presentations / interviews.

The Town may choose to conduct oral interviews with, or receive oral presentations from, one or more of the Proposers. If the Town chooses to allow oral interviews and/or presentations, such interviews or oral presentations will be open to the public. The Town will not be liable for any costs incurred by a Proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.)

The Selection and Review team will rank all complete submittals received and/or formal oral presentations/interviews in order of preference and outcomes will be based on the determination of which firm will meet the needs and provide the best overall value to the Town as it pertains to the requirements of the scope of work.

D. Negotiations:

The Town reserves the right to negotiate a final agreement with the top ranked proposal that meets the needs and is considered the best value to the Town of Bluffton. If a contract cannot be negotiated with the highest ranking firm, negotiations may be conducted with the second, and then the third, and so on until a satisfactory contract can be agreed upon and executed. Additionally, should the Town choose to do so, it reserves the right to provide all responsive and responsible Proposers an opportunity to submit their best and final offers.

E. Award and Contract

Award will be made in accordance with the Town of Bluffton's purchasing policy and procedures. A contract resulting from an award shall be the Town of Bluffton's purchase order and/or contract, containing the Town's terms and conditions. A sample of the contract has been attached to this solicitation for viewing. Contracts from firms submitting a proposal will not be accepted.

Attachments

1. Sample Town of Bluffton Agreement- *Attachment 1*
2. Schedule – *Attachment 2*
3. Section 01 45 23 of Technical Specifications – *Attachment 3*
4. Thomas & Hutton Bid Proposal - *Attachment 4*